

Mitchell Co.

PPME #2003 (Roads)

7/1/2006 6/30/2008

MITCHELL CO./PPME #2003 (ROADS) 06-08

LABOR AGREEMENT

between

MITCHELL COUNTY BOARD OF SUPERVISORS

and

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL 2003**

July 1, 2006 – June 30, 2008

INDEX

<u>Article Number</u>	<u>Article Title</u>	<u>Page Number</u>
1	Recognition	1
2	Separability and Savings	1
3	Definitions	1
4	Discipline and Discharge	3
5	Grievance Procedure	6
6	Hours of Work and Overtime	7
7	Leaves of Absence	9
8	Holidays	10
9	Vacations	11
10	Safety and Health	12
11	Insurance	13
12	Seniority	14
13	Job Classifications, Wages and Compensation	15
14	Dues Deduction	16
15	Duration	17
A	Wages	19
B	Insurance	20

THIS AGREEMENT entered into this 9th day of June, 2006, by and between MITCHELL COUNTY, IOWA, hereinafter referred to as the "Employer" and PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, hereinafter referred to as the "Union."

ARTICLE 1: RECOGNITION

- 1.01 - The public Employer agrees to recognize the union as the exclusive and sole bargaining agent in all matters pertaining to the wages and hours and their conditions of employment for:

INCLUDED: Road foreman, assistant foreman, mechanic, and maintenance workers.

EXCLUDED: Professional Engineer, office manager, maintenance superintendent, engineering technicians, and all others excluded under Chapter 20, the Code, PERB Referral Case Number 4266.

ARTICLE 2: SEPARABILITY AND SAVINGS

- 2.01 - If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3: DEFINITIONS

3.01 - Anniversary Date

The anniversary of the calendar date of the employee's original date of hire by the Employer.

3.02 - Board

The members of the Mitchell County Board of Supervisors.

3.03 - County

Mitchell County, Iowa

3.04 - PERB

The Iowa Public Employment Relations Board.

3.05 - Full-Time Employees

Any employee working thirty (30) hours per week on a regularly scheduled basis.

3.06 - Part-Time Employees

An employee who works less than forty (40) hours per week but more than twenty (20) hours per week and is not classified as a temporary employee as hereinafter defined is a part-time employee. Part-time employees shall receive the same benefits as full-time but on a pro rata basis. Employees working less than twenty (20) hours per week shall not receive any benefits under this contract unless specifically stated.

3.07 - Temporary Employee

Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day. Time worked as a temporary employee shall be credited towards completion of the probationary period.

3.08 - Probationary Employee

Each new employee shall be considered to be on probation for a period of six (6) months. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure. Probationary employees shall receive the same fringe benefits as full-time employees, except that coverage through the group health insurance shall begin at the first available date for enrollment.

3.09 - Fringe Benefits

Employee compensation other than wages, such as, but not limited to: hospitalization insurance, life insurance, holiday pay, vacation, sick leave, jury leave, military leave, worker's compensation leave and voting laws.

3.10 - Immediate Family

Includes: mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children, grandparent, grandchild, son-in-law, daughter-in-law and adopted children.

3.11 - Bulletin Boards

The Union shall be permitted to post official Union notices on bulletin boards in shops where Unit employees regularly work.

3.12 - Visitation

The Business Representative of the Union who has been previously identified by the Union to the County Engineer, or his/her designated representatives, after obtaining permission from the County Engineer or his/her designated

representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union Representative is not to interfere with the County's operation.

3.13 - Year

Year refers to the fiscal year July 1 through June 30 unless otherwise indicated.

ARTICLE 4: DISCIPLINE AND DISCHARGE

4.01 - County Policy and Work Rules

It is the responsibility of every employee to follow the prescribed rules, policies and procedures as outlined in this general policy statement, as well as specific rules, policies and procedures as outlined by the individual's supervisor. It is the responsibility of the supervisor to insure that the provisions of this Article and the specified rules, policies and procedures are adhered to and that each employee is provided with a copy of all rules, policies and procedures for their respective department. These will be sent to the Union Representative and all employees two (2) weeks prior to the effective date.

It shall be the responsibility of the supervisor to insure that discipline is maintained. It shall be recognized by each supervisor, whenever disciplinary action is undertaken, it shall be in a corrective manner rather than in a punitive manner. Consistent with this attitude, disciplinary action shall be undertaken with the premise of retaining the employee in his/her position. However, it is recognized that not all employees will learn from disciplinary action and/or correct work habits which are not considered to be acceptable. It shall be recognized that the supervisor will apply the disciplinary standards in a fair and impartial manner toward each and every employee.

4.02 - Disciplinary Action – Action Required

Any disciplinary action taken by the County shall be taken for just cause. Whenever employee performance falls below accepted standards, or whenever an employee is guilty of misconduct or disobedience or whenever an employee is guilty of an infraction of any rules of conduct, his/her supervisor shall inform the employee promptly and specifically of the alleged violation.

Depending upon the severity thereof, and the history of similar and/or past offenses, any one or more of the following actions, if appropriate, may be taken by the supervisors.

A. Oral Warning

For a first offense, an oral warning shall be given to the employee and the nature of the warning, thereafter, reduced to written form, signed by the supervisor and employee, and placed in the employee's personnel folder. The

required signature of the employee on the written form is merely an acknowledgment of the receipt of the document and shall not be construed as an admission of guilt, or an admission that the allegations contained in the written form are true. A copy of the written form shall be delivered to the employee, and a copy shall be forwarded to the Union. The written form in the employee's personnel file reporting the giving of an oral warning shall remain in the employee's active file for a period of one (1) year, during which time it can form the basis for additional and further action by the County. Following the expiration of a one (1) year period of time from the date on which the oral warning was given, the written record thereof shall be transferred to an inactive portion of the employee file, and the information contained therein shall be released, if at all, only with employee's authority and/or request.

B. Written Warning – Suspension

Following the oral warning, a reasonable time for improvement and correction will be allowed before any further disciplinary action is initiated. When an oral warning has not resulted in corrected behavior, a written warning shall be delivered to the employee, a copy thereof to be forwarded to the Union, and a final copy to be placed in the employee's personnel folder. Upon issuance of the second written warning, the employee's supervisor may suspend an employee without pay for a period not to exceed five (5) working days. Written warning so issued shall expire at the end of the one (1) year period, the written warning shall be removed from the active portion of the employee's personnel folder and placed in the inactive portion of the employee's folder, with the information contained therein not to be released unless authorized and/or requested by the employee.

C. Discharge

Following the issuance of a written warning, a reasonable time for improvement or correction will be allowed before any disciplinary action is initiated; however, when a written warning has not resulted in corrected behavior, the supervisor shall have the option to terminate the employment relationship with the involved employee. Notice of termination shall be sufficient if in writing, stating the reason therefore, a copy thereof being delivered to the employee, the Union and also placed in the employee's personnel folder.

D. Forms

All disciplinary forms shall be signed by the supervisor and the employee and shall have space by the employee's signature for comments by the employee.

4.03 – Disciplinary Action – No Notice Required

An employee may be discharged without notice or warning, written or oral, immediately, for any one or more of the following:

- A. Failure to report for his/her employment for a period of two (2) consecutive days without satisfactory explanation and advance notice to the County.
- B. Possession, consumption/use of intoxicants/non-prescription controlled substances, during duty hours;
- C. Theft or dishonesty;
- D. Gross negligence resulting in willful destruction of property;
- E. Disorderly conduct;
- F. Falsification of records;
- G. Failure to report for duty without a bona fide reason;
- H. Neglect of duty;
- I. Unprovoked assault on the employee's supervisor or County representative during working hours;
- J. Insubordination;
- K. Punching the time clock card of another employee or the unauthorized completion of a time slip of another employee.
- L. Carrying unauthorized persons in County vehicles except in emergency situations.

4.04 – **Presence of Representative**

The County agrees an employee may be represented during any conference in which disciplinary action is contemplated by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

4.05 – **Appeal**

Any employee who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in the Grievance Procedure of this Agreement.

4.06 – **Voluntary Termination**

An employee who voluntarily terminates employment shall give ten (10) days notice in writing prior to leaving County employment in order to be eligible for any vacation time he/she shall have accrued. Failure to give official notice will result in the forfeiture of accrued vacation. The ten (10) day notice may be waived by the Employer. Vacation earned by an employee shall not be terminated. (For example, an employee who has completed five (5) years of continuous service in Article 9.01 has earned fourteen (14) days. This is considered earned vacation and would not be forfeited by failure to give the ten (10) day notice as provided in this Article. However, if the employee has worked six (6) months of the next year, he has accrued some vacation pay and this would be forfeited if notice was not given as provided in this Article.)

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 – Grievance Steps

Any employee or group of employees who feel they have not been fairly treated in keeping with the labor agreement between Mitchell County and PPME, Local Union 2003 shall first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the following procedures shall be used:

Step 1: The employee shall, within five (5) working days of the date of the grievance present the grievance in writing to the County Engineer or his/her designee specifying the specific provision of this Agreement that the employee feels has been violated. The County Engineer or his/her designee shall reply in writing within five (5) working days of the receipt of the grievance, informing the employee of his/her decision.

Step 2: In the event that the Engineer's decision is not satisfactory to the employee, the employee may, within five (5) working days, present the grievance in writing to the Board of Supervisors. The Board of Supervisors shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses called by either party. A written reply to the employee shall be issued within ten (10) working days after the hearing.

Step 3: In the event that the grievance remains unresolved after completion of Step 2, the employee and/or the Union shall forward to the County Supervisors, written notice of the intention to proceed to arbitration and will designate the specific provision or provisions of the labor agreement that the Union alleges has been violated. Such notice shall be forwarded within ten (10) working days following the date of the decision in Step 2.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

Step 4: The arbitrator, who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

- a. By Agreement. The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.
- b. By Lot. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name from the

list of nominees until one (1) remains. The arbitrator so selected shall be informed of this selection by the parties.

- c. Costs. The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the County and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

5.02 – Arbitrator's Jurisdiction

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the State of Iowa require to be resolved otherwise.

5.03 – Arbitration Procedures

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

5.04 – Employee Representation

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a representative of their choice. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.01 – Workweek

The workweek for the purposes of computing weekly overtime pay will begin at 12:01 a.m. on Saturday.

6.02 – Schedule

Except as hereinafter provided, the regular workday will be 7 a.m. until 3:30 p.m. Monday through Friday, with one-half (1/2) hour lunch period, and two (2) fifteen (15) minute coffee breaks.

The regular workday and the regular workweek shall not be construed as a guarantee of any number of hours of work per day or per week which the County

may schedule. If the starting or quitting times are changed, a ten (10) working day notice is required to be given to all shops.

6.03 – Overtime

Except as hereinafter provided, overtime for part-time employees as defined in Section 3.06 shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of forty (40) hours in any workweek. Overtime for full-time employees as defined in Section 3.05 shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Work performed on Saturday and Sunday will be paid for at the rate of time and one-half (1 1/2) the employee's straight-time rate. Overtime shall not be paid more than once for the same hours worked. All time paid, such as sick leave, vacation, holiday, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime.

In the distribution of overtime, the Employer will try to apportion such overtime as has to be worked as equally as possible among the qualified employees in the Labor Grade who would normally perform the work if it were done during the regular working hours.

6.04 – Compensatory Time

Employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time for one (1) hour of overtime worked.

The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Employees may accumulate up to sixty eight (68) hours and may carry over from year to year up to forty (40) hours of compensatory time.

6.05 – Meal Periods

The Employer shall grant without pay, a meal period for all employees.

Meal periods will be as near to the middle of the shift as possible.

6.06 – Break Periods

The Employer shall grant with pay two (2) rest periods of fifteen (15) minute duration. Each break period will be as near to the middle of the first and second half of the shift as possible. The Engineer or his/her designee will designate the specific times for the breaks.

ARTICLE 7: LEAVES OF ABSENCE

7.01 – Sick Leave: Accumulation

Full-time employees shall be credited sick leave of eighteen (18) days (144 hours sick leave per year) which accrues at 5.538 hours every two (2) weeks. Sick leave may accumulate to a maximum of ninety (90) days (720 hours).

7.02 – Sick Leave: Notification and Verification

When absences due to sickness are necessitated, the employee shall notify the Engineer or his/her designee prior to the beginning of his/her scheduled reporting time. In the event of suspected abuse, the Employer may require a doctor's statement at the employee's cost.

7.03 – Funeral Leave – Eligibility

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the immediate family of three (3) days.

7.04 – Funeral Leave – Administration

Only days absent which would have been compensable workdays will be paid. No payment will be made during vacation, holiday, layoffs, or leave of absence. Payment will be made on the basis of the employee's normal workday's pay. The employee must attend the funeral to qualify for funeral leave pay.

7.05 – Jury Duty Leave

Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee.

7.06 – Unpaid Leave

The County Engineer may grant an unpaid leave not to exceed three (3) months duration to any employee who need the time for personal reasons. During an unpaid leave, an employee receives no compensation.

After five (5) working days of unpaid leave, an employee:

- A. Does not earn vacation or sick leave.
- B. Does not collect sick leave benefits.
- C. Does not contribute to retirement programs.
- D. Must reimburse the Employer for all group hospital and medical insurance premiums while on unpaid leave if coverage is desired to be continued.

Employees on Family Medical Leave shall be allowed to save one (1) week of vacation at the employee's option. The employee must notify the Employer prior to taking medical leave if they intend to reserve one (1) week of paid vacation.

7.07 – Injury Leave

Employees on leave of absence due to an injury covered by the worker's compensation may elect to supplement the worker's compensation benefits with accrued sick leave, vacation and compensatory time. Such supplement shall not result in the employee receiving more than the employee's regular rate of pay.

ARTICLE 8: HOLIDAYS

8.01 – Eligibility for Holiday Pay

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence on the workday immediately preceding or following such holiday.

8.02 – Holiday During Vacation

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

8.03 – Day of Celebration

All employees are eligible for the following paid holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. One floating holiday designated by the employee
11. One-half (1/2) day (afternoon) of New Year's Eve

The floating holiday shall be voted on by the employees subject to final approval by the Supervisors.

8.05 – Pay for Holidays and Work on Holidays

The regular full-time employees shall be paid for each of the holidays set forth above occurring during the period in which he/she is actively at work. Employees

who are scheduled to work on any of the recognized and observed holidays enumerated in this Article shall be paid the regular hourly rate for all hours worked plus the paid holiday at the straight-time rate.

ARTICLE 9: VACATIONS

9.01 – Eligibility

Full-time and part-time employees shall be entitled to paid vacation on the following basis.

Completion of one (1) year of continuous service, an employee earns seven (7) days.

Completion of two (2) years of continuous service, an employee earns seven (7) days.

Completion of three (3) years of continuous service, an employee earns twelve (12) days.

Completion of four (4) years of continuous service, an employee earns thirteen (13) days.

Completion of five (5) years of continuous service, an employee earns fourteen (14) days.

Completion of six (6) years of continuous service, an employee earns fifteen (15) days.

Completion of seven (7) years of continuous service, an employee earns sixteen (16) days.

Completion of eight (8) years of continuous service, an employee earns seventeen (17) days.

Completion of nine (9) years of continuous service, an employee earns seventeen (17) days.

Completion of ten (10) years of continuous service, an employee earns eighteen (18) days.

Completion of eleven (11) years of continuous service, an employee earns nineteen (19) days.

Completion of twelve (12) years of continuous service, an employee earns nineteen (19) days.

Completion of thirteen (13) years of continuous service, an employee earns twenty (20) days.

In the interest of scheduling work, an employee will be permitted to take all days singularly with a one (1) day's notice, subject to the approval of the Foreman.

Vacation time earned in excess of five (5) days can be taken in increments of one (1) week, with advance notice to be given to the department head. No more than ten (10) days of vacation may be carried forward to the next year. An employee who retires, is terminated, or otherwise leaves the employment of Mitchell County, shall receive pay for all accrued vacation.

Vacation shall be computed to the employee's anniversary date.

Employees can take four (4) half days of vacation per fiscal year at the option of the employee.

9.02 – Vacation Selection and Scheduling

Vacation selection by the employee(s) shall be granted on a first-come, first-serve basis, meaning that the first employee to request time off on a particular date shall be considered to have a priority for that date for the requested time off. The County Engineer, or his/her designee, shall have control of vacation scheduling.

9.03 – Holiday Pay on Vacation

In the event that a paid holiday falls during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation with pay to be taken on a date selected by the employee, subject to approval of the Employer.

ARTICLE 10: SAFETY AND HEALTH

10.01 – Physical Exams

The Employer may require an employee who has a potential medical problem that could be aggravated by employment to have a physical examination by the designated County physician at the Employer's expense. The employee is entitled to a report of this examination. If there is a conflict between the Employer's physician and the employee's physician as to the ability of the employee to perform his or her job, the two (2) physicians shall choose a third physician who will make a final determination. If the two (2) physicians fail to choose a third physician, then the employee shall choose a third physician to make the final determination. If the third physician determines the employee is not able to perform the job, the employee will not be allowed to return to work until such time as he/she passes the examination. If the third physician determines the employee is able to perform his or her job, the employee shall be immediately allowed to return to work and shall be compensated for any lost workdays. The cost of the third physician shall be paid by the County. In the event it is necessary for the Employer to schedule such examination during the employee's regular working

hours, the employee will be compensated by the Employer at his/her straight hourly rate of pay for the time lost. No sick leave hours will be deducted from the employee's account. If travel and lodging is required for the opinion of the third physician and the decision of the employee's physician is sustained, the County will reimburse the employee for those costs. If the position of the employee's physician is not sustained, the position of the County's physician is sustained, the employee will pay the cost him/herself.

10.02 – Safety and Health

The Employer will provide safety glasses, hard hats, welding/grinding aprons and gloves at the welding/grinding stations at each shop. The employees will be reimbursed one hundred dollars (\$100.00) per annum for prescription safety glasses, eye exams, and steel-toed footwear the employee may wish to purchase with a maximum accumulation of three hundred dollars (\$300.00). Employees shall furnish proof of purchase in order to receive reimbursement. The requirements for using safety equipment are all in the County policy. Safety footwear will be worn at all times. The current mechanic receiving coveralls at County expense will continue to receive coveralls.

ARTICLE 11: INSURANCE

11.01 – Health Insurance Program Structure

The Employer will make available to each employee a choice of two health insurance policies (Plan 8 and Plan 11) with benefits as set forth in Exhibit B. The Employer's monthly contribution for health insurance premiums will be the cost of the single health insurance for Plan 8. Employees desiring dependent coverage shall pay for the dependent coverage that is payable to the insurance carrier.

If the employee selects Plan 11, he/she will receive an amount equal to the difference in cost between the single premium of Plan 8 and Plan 11. This amount must be invested in a 125 Flexible Spending Account or for Health Related Premiums.

The Employer shall have the exclusive right to select the carrier for such insurance providing the benefits are not significantly reduced. The Employer agrees to maintain group health insurance for each employee equivalent to that in effect on June 30, 2005.

11.03 – Life Insurance

The Employer agrees to provide ten thousand dollars (\$10,000.00) life insurance coverage for each permanent full-time employee.

ARTICLE 12: SENIORITY

12.01 – Seniority Definition

Seniority means an employee's length of continuous service with the County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number (i.e. 2000 would be higher than 1995).

12.02 – Notice to Union

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution, and the steward shall receive notice when the employees are to be laid off or recalled.

12.03 – Bidding

New job openings will be posted for five (5) working days after the payroll issue date. Job postings will be posted at all shops. A copy of all job postings shall be mailed to the person designated as the Union's business representative. Job postings will designate where the employee is to report to work.

In determining the successful applicant, bargaining unit seniority and qualifications shall be considered. Where qualifications are equal, bargaining unit seniority shall govern.

An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working day trial period, the employee shall receive actual training directly related to the work of the job. If such employee fails to satisfactorily perform the job within said period, he/she shall be returned to his/her former position.

Notification shall be given to all unsuccessful unit applicants by the County Engineer within five (5) working days following a selection of the decision to reject all bidders. Applicants from outside of the unit may be considered by the Employer after said notifications are provided to those applicants from the bargaining unit.

12.04 – Layoff

In the event of a layoff, temporary and part-time employees shall be laid off first and shall have no recall rights. Layoff of regular full-time employees shall be made on a seniority basis within the classifications as set out in this Agreement. Employees shall be recalled in inverse order of layoff and shall be notified in person or by certified mail, return receipt requested. Sent to the employee's last known mailing address. It shall be the employee's responsibility to notify the Employer of any change in mailing address. If the employee fails to return to work within five

(5) working days, their seniority will be terminated. Employees laid off more than twelve (12) months shall lose all seniority and recall rights.

12.05 – Loss of Seniority

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for proper cause.
- C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- E. Failure to report for work upon expiration of a leave of absence.
- F. Failure to report for work within five (5) working days after being notified to return following layoff when notice is given as provided in 12.04 above.
- G. When continuous period of layoff exceeds twelve (12) months.
- H. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

ARTICLE 13: JOB CLASSIFICATIONS, WAGES AND COMPENSATION

13.01 – Wage Rates

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

Employees will be paid the regular hourly rate according to their job regardless if they do work in another category. For example, a general maintenance employee doing some mechanical work but who is predominantly a general maintenance worker will receive the general maintenance worker rate of pay and a mechanic who does predominantly mechanical work will continue to receive the mechanic rate of pay even though doing general maintenance work at times.

13.02 – Mileage

Employees shall be paid a mileage allowance at the rate set out by the Code of Iowa for all county-required use of employees' personal vehicles. Payment for same will be allowed once per month.

13.03 – Pay Periods

Payroll will be every two (2) weeks and payday will be on Tuesday unless there are unforeseen problems.

13.04 – Longevity

Employees shall receive additional pay for continuous service from their date of hire as set forth in the following schedule:

Employees will receive longevity pay of five cents (\$0.05) per hour over base pay rate for each five (5) years of continuous service, with no cap on number of years. After five (5) years of continuous service, longevity will be figured on the same basis as presently exists, i.e., an additional one cent (\$0.01) per year, with all increases computed July 1.

During the first year, if an employee has been employed six (6) months or more during the first year, they will receive the longevity pay and if employed less than six (6) months, they will not receive the longevity pay for the first year.

13.05 – Call-in Pay

Employees called in outside the regular workday shall receive one (1) hour's pay at the regular rate.

ARTICLE 14: DUES DEDUCTION

14.01 – Union Dues

Upon receipt of a lawfully executed written authorization from a employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted, their rate of pay and addresses.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 15: DURATION

15.01 – Term

This Agreement shall be in full force and effect from the first (1st) day of July, 2006, through and including the thirtieth (30th) day of June, 2008, and shall continue in full force and effect from year to year thereafter, unless either party shall give notice as hereinafter provided.

15.02 – Notice

Notice, to be effective for purposes of reopening this Agreement, shall be given by one party to the other on or before the fifteenth (15th) day of October in each year preceding the expiration date of this Agreement, or any extension thereof, and shall include therein a statement of the intention of the party to amend, modify, or change this Agreement.

Notice to Union: Mike Scarrow, Business Representative
 PPME Local 2003
 1911 South Carolina Ave.
 Mason City, IA 50401

Notice to Employer: Chairperson, Board of Supervisors
 Mitchell County Courthouse
 Osage, IA 50461

15.03 – Waiver

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any County representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the County and the Union. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

IN WITNESS WHEREOF, this Agreement has been agreed to and executed by both parties on the 20th day of June, 2006.

MITCHELL COUNTY, IOWA

PUBLIC, PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
LOCAL UNION NO. 2003

By: _____
Chief Negotiator

By: Mike Seaton
Business Representative

By: [Signature]
Board of Supervisors

By: Paul Bets
Employee

By: Cheryl Salend
Board of Supervisors

By: Ty Shad
Employee

By: Stan Wall
Board of Supervisors

By: _____
Employee

EXHIBIT "A"

	<u>07-01-06</u>	<u>07-01-07</u>
Probationary, 0 – 6 months	90%	90%
New employees, 7 – 12 months	95%	95%
General Maintenance	\$ 16.42	\$16.92
Mechanic	\$ 17.00	\$17.50

EXHIBIT B

Alliance Select Plan Options - Fiscal Year 2007		
Current Plans	OHS # 84228-1	OHS # 84224-1
Plan Number	8	11
Plan Description	Select 500 - 80/20	Select 2000 - 80/20
Deductible		
Single	500	2000
Family	1000	4000
Plan Copayment		
Select	80	80
Non-Select	60	60
Employee Copayment		
Select	20	20
Non-Select	40	40
Out of Pocket Maximum		
Single - Select	1000	4000
Single - Non-Select	n/a	n/a
Family - Select	2000	8000
Family - Non-Select	n/a	n/a
Blue Rx Drug Benefits Coverages	Drug Code 75-232	Drug Code 75-232
Blue Rx Drug Copayment	\$10.00 Generic, \$20.00 Name Brand, \$45.00 Non- Formulary	\$10.00 Generic, \$20.00 Name Brand, \$45.00 Non- Formulary
Blue Rx Drug Deductible	\$50.00/\$100.00	\$50.00/\$100.00
Blue Rx Drug - Out of Pocket Maximums		
Single	1000	1000
Family	2000	2000